

Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

## **22.2 Schedule**

The Contractor shall, within five days after the effective date of Notice to Proceed, prepare and submit five copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

## **23. ASSIGNMENTS**

- 23.1** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

## **24. MUTUAL RESPONSIBILITY OF CONTRACTORS**

- 24.1** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

## **25. SEPARATE CONTRACT**

- 25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/ Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors.

Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

## **26. ARCHITECT/ENGINEER'S AUTHORITY**

- 26.1** The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
- 26.2** The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

## **27. STATED ALLOWANCES**

- 27.1** It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

## **28. USE OF PREMISES AND REMOVAL OF DEBRIS**

- 28.1** The Contractor expressly undertakes at its own expense:
- A. to take every precaution against injuries to persons or damage to property;
  - B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
  - C. to place upon the work or any part thereof only such loads as are consistent with the

- safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
  - E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
  - F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

## **29. QUANTITIES OF ESTIMATE**

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **30. LANDS AND RIGHTS-OF-WAY**

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

## **31. GENERAL GUARANTY**

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

## **32. PROTECTION OF LIVES AND HEALTH**

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

### **33. INTEREST OF MEMBER**

- 33.1** No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

### **34. OTHER PROHIBITED INTERESTS**

- 34.1** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

### **35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY**

- 35.1** The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:
- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
  - B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
  - C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.



# **ATTACHMENT A**

## **BID SHEETS**



# BID FORM

IFB # 2019-0140-PW/CW

Please offer your best price for the work required for the Sanitary Line Construction Project for Vista Aurora Subdivision. The base bid must include pricing for materials, equipment, labor, travel and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED COST
1	8" SAS INSTALLED AT 0-7' DEPTH	L.F.	690	\$29.00	\$20,010.00
2	8" SAS INSTALLED AT 7-14' DEPTH	L.F.	860	\$49.50	\$42,570.00
3	8" SAS INSTALLED AT 14-21' DEPTH	L.F.	200	\$50.00	\$10,000.00
4	TV INSPECT SEWER LINE	L.F.	2,690	\$2.40	\$6,456.00
5	FLOWABLE FILL ENCASEMENT	C.Y.	8	\$319.00	\$2,552.00
6	MANHOLE TYPE E <6'	EA.	5	\$4,800.00	\$24,000.00
7	EXTRA DEPTH MANHOLES >6'	V.F.	20	\$458.00	\$9,160.00
8	TIE TO EXISTING MANHOLE (DIVERT)	EA.	1	\$12,000.00	\$12,000.00
9	TIE TO EXISTING MANHOLE (DROP)	EA.	1	\$11,800.00	\$11,800.00
10	ROCK EXCAVATION < 6' DEPTH	L.F.	500	\$97.50	\$48,750.00
11	GRAVITY SERVICE CONNECTIONS	EA.	8	\$1,940.00	\$15,520.00
12	REBUILD WATER LINE	L.F.	655	\$62.50	\$40,937.50
13	ASPHALT REMOVE & REPLACE	S.Y.	155	\$101.00	\$15,655.00
14	CONCRETE DRIVEWAY REMOVE AND REPLACE	S.Y.	10	\$141.00	\$1,410.00
15	2' CURB AND GUTTER REMOVE & REPLACE	L.F.	90	\$47.00	\$4,230.00
16	GRAVEL DRIVEWAY REMOVE AND REPLACE	S.Y.	90	\$21.50	\$1,935.00
17	REMOVE AND REBUILD 5' HIGH CMU WALL	S.F.	1,200	\$23.00	\$27,600.00
18	SEWER ACCESS ROAD	S.Y.	965	\$13.50	\$13,027.50
19	STANDARD GATE - 20'	EA.	1	\$2,110.00	\$2,110.00
20	TEMP. CONC' WALL BARRIER	L.F.	160	\$44.00	\$7,040.00



21	CLASS A SEEDING	ACRE	1.5	\$8,130.00	\$12,195.00
22	DECOMMISSION LIFT STATION, PLUG FORCE MAIN	L.S.	1	\$8,620.00	\$8,620.00
23	STORM WATER POLLUTION PREVENTION PLANS / BMP INSTALLATION	L.S.	1	\$7,730.00	\$7,730.00
24	CONSTRUCTION TRAFFIC CONTROL & MANAGEMENT	L.S.	1	\$10,850.00	\$10,850.00
25	MOBILIZATION	L.S.	1	\$23,950.00	\$23,950.00
26	CONSTRUCTION STAKING	L.S.	1	\$4,710.00	\$4,710.00
27	CONSTRUCTION TESTING	L.S.	1	\$9,810.00	\$9,810.00
TOTAL BASE BID AMOUNT FOR ITEMS 1 - 27				\$394,628.00	
Three Hundred Ninety Four Thousand, Six Hundred Twenty Eight Dollars and Zero Cents					
WRITTEN IN WORDS				WRITTEN IN NUMBERS	

Exclusive of NM GRT and other applicable taxes





## **ATTACHMENT B**

### **ADDENDA & MODIFICATIONS**



**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

December 6, 2018

**IFB# 2019-00140-PW/CW**  
**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**

**ADDENDUM #1**  
**\*\*\* ADDITIONAL INFORMATION \*\*\***

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

\*\*\*\*\*

**Please note that the Public Works Department and the Purchasing Division for the County have provided additional information relating to the Invitation for Bid # 2019-0140-PW/CW.**

1. In the document titled "Invitation for Bid" on the County website, please note that the following additional language is to be inserted:
  - a) In the Section titled "Instructions for Bidders", subsection 11 "Subcontractors, Suppliers and Others", please insert the following language.

*C. The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.*
  - b) In the Section titled "Instructions for Bidders", subsection 23 "Award of Contract", please insert the following language.

*E. The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.*
2. Six documents necessary for the close-out of the contract with the successful bidder are to be incorporated.
  - a) Affidavit of Payment and Release of Liens
  - b) Certification of Project Acceptance and Performance

- c) Certificate of Substantial Completion
- d) Consent of Surety to Final Payment
- e) Labor Standards Certification
- f) Record Drawings & O&M Manuals

---

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Bidders are reminded that any questions or need for clarification must be addressed to Coralie Whitmore, Senior Procurement Specialist at [cwhitmore@santafecountynm.gov](mailto:cwhitmore@santafecountynm.gov)

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project:

Contractor:

CPB Project #:

Phase

Address:

Project:

Location:

Contract No.:

SUBSTANTIAL COMPLETION DATE:

Contract Work:

☐ Complete ☐ Partial -

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The \_\_\_\_\_ (Owner) concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

### PUNCH LIST: N/A

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. The punch list consists of \_\_\_\_ items.  
Mo. Day Year

Contractor

Representative

Date

Coordinating Contractor

Representative

Date

Architect/Engineer

Representative

Date

Community Name

Representative

Date

CPB Project Manager

Date

Attachments:

Punch List

## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

A/E#: \_\_\_\_\_

TO (Owner): \_\_\_\_\_

Address: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Date: \_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

, Surety Company,

on bond of (here insert name and address of Contractor)

, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the \_\_\_\_\_, Owner, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Attest:  
(Seal)



## LABOR STANDARDS CERTIFICATION

Local Authority: Insert Name of Grantee/Loanee

Address: Insert Owner Address

Project Name: Insert Project Name

Project Number: Insert grant/loan number

Contractor Name:

Contractor Address:

Total Contract Amount:

By this letter, we certify that the New Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978, has been complied with for all construction contracts in excess of \$60,000 for the referenced project. Weekly payroll records are available to the New Mexico Department of Labor – Labor and Industry Division, demonstrating compliance with the minimum wage rate determinations and wage scales were posted in a prominent location at the job site. The Contractor filed the required Notification of Award (NOA) and a Statement of Intent to Pay Prevailing Wages form as well as the Affidavit of Wages Paid form and supplied a copy to the owner to demonstrate compliance with these requirements.

\_\_\_\_\_  
Name<sup>1</sup>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name<sup>2</sup>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
1 Signed by the Grantee Representative or Signatory Authority

2 Signed by Contractor's Representative

## RECORD DRAWINGS & O&M MANUALS

Local Authority:

Address:

Project Name:

Project Number:

This letter confirms that \_\_\_\_\_ has received a full set of reproducible record drawings for the referenced project as required by the grant/loan agreement. The Drawings of Record do not differ substantially from the plans approved for construction and have been accepted by the \_\_\_\_\_. The Drawings of Record are on file at \_\_\_\_\_ and available for review by NMED. We also confirm that we have received an acceptable, complete set of Operation & Maintenance Manuals for equipment installed with this project.

~~OR~~

This letter will confirm that we have received a full set of reproducible record drawings for the referenced project as required by the grant/loan agreement. The Drawings of Record differ substantially from the plans approved for construction as noted on the attached sheets<sup>1</sup>. The Drawings of Record have been accepted by the \_\_\_\_\_, are on file at \_\_\_\_\_ and available for review by NMED. We also confirm that we have received an acceptable, complete set of Operation & Maintenance Manuals for equipment installed with this project.

\_\_\_\_\_  
Name<sup>2</sup>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> Attach Changes Only

<sup>2</sup> Signed by the Grantee Representative or Signatory Authority

## AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Person or Firm<sup>1</sup> to furnish labor and materials for nature and extent of work<sup>2</sup> work, under a contract Identify contract(s)<sup>3</sup> for improvement of the premises described as improvements and location<sup>4</sup> in the Name of Community<sup>5</sup>, County of Name of County, State of New Mexico of which, Name of Owner is the Owner.

NOW, THEREFORE, this 0 day of Month, 2004, for and in consideration of the sum of \$0.00<sup>6</sup> Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

**EXCEPTIONS: Insert Exceptions<sup>7</sup>**

\_\_\_\_\_  
Name of sole ownership, corporation or partnership<sup>8</sup>

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

### INSTRUCTIONS:

- 1 Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- 2 Fill in the nature and extent of work; strike the word labor or the materials if not in the contract.
- 3 Identify contract(s) by number, description, and extent of work.
- 4 Describe improvements and location of the premises to exclude all others.
- 5 Name community, such as City of \_\_\_\_\_, Village of \_\_\_\_\_, or Unincorporated Area known as \_\_\_\_\_.
- 6 Amount shown should be the amount actually received and equal to the total adjusted contract.
- 7 If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to Owner for each exception.
- 8 If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing affidavit should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate as partner.

## CERTIFICATION OF PROJECT ACCEPTANCE AND PERFORMANCE

Local Authority (Grantee): \_\_\_\_\_

Address: \_\_\_\_\_

Project Number: \_\_\_\_\_

I, \_\_\_\_\_, of the firm of \_\_\_\_\_ a Registered Professional Engineer in the State of New Mexico, and project engineer for the above referenced local authority, for certain improvements consisting of \_\_\_\_\_ improvements do hereby certify that I have inspected the project and to the best of my knowledge it was substantially completed according to plans and specifications and/or duly authorized change orders.

The Contractor on this job is \_\_\_\_\_

**I DO HEREBY CERTIFY SUBSTANTIAL COMPLETION OF THE ABOVE REFERRED TO IMPROVEMENTS AND RECOMMEND ACCEPTANCE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature and stamp) P.E.

### ACCEPTANCE AND CERTIFICATION OF PERFORMANCE BY LOCAL AUTHORITY:

**I DO HEREBY CERTIFY THAT THE PROJECT HAS BEEN COMPLETED AND IS OPERATIONAL AND HAS BEEN ACCEPTED BY THE GRANTEE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature and Title, Grantee Authorized Representative)

**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

December 6, 2018

**IFB# 2019-00140-PW/CW**  
**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**

**ADDENDUM #2**  
**\*\*\* ADDITIONAL INFORMATION \*\*\***

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No.2. This documentation shall become permanent and made part of the departmental files.

\*\*\*\*\*

Please note that the Public Works Department and the Purchasing Division for the County have provided additional information relating to the Invitation for Bid # 2019-0140-PW/CW.

- Questions from Potential Bidders and Responses from Public Works Department
- Sign-In Sheet for Pre-Bid Meeting
- Agenda for Pre-Bid Meeting

\*\*\*\*\*

**1. Questions from Potential Bidders and the Responses from Public Works Department**

- Is the project in a dirt area or is there pavement that has to be removed?  
Most of the work to be performed is on dirt areas. The installation of the sewer line will require removal and replacement of asphalt from STA 0+00 to approximately STA 0+50 and from STA 16+00 East to existing manhole on Calle Manuel R
- Is there any geotech reports to see if there is any rock?  
The geotechnical report is located at the end of the Project Specifications. There is also a rock excavation line item in the Summary of Quantities.
- What is the timeframe on the project?  
Period of Performance is defined as 120 weather working (consecutive) calendar days.
- Is there any bypass pumping?  
This process is part of the Contractor's Methods and Means.

- e. Can you provide a summary of the project and its parameters?

There are 40 homes in the subdivision that were built to use the gravity sewer. The current grinder pump station frequently fails. A 25 feet-wide easement is needed; the present water line is to be left and a new sewer line will run next to it. The sewer line will run 1700 feet with eight service connections; stub-out to easement for utility. There is a manhole in the middle of Calle Manuel and a manhole at 15 feet on Calle Atajo. The change in elevation equals 24 feet. There will be five manholes to install on the project.

- f. What is the approximate flow rate of the existing Vista Aurora subdivision sewer line?

There are approximately 26 dwelling units currently tied to this portion of sewer. Using City of Santa Fe accepted methods, the existing average sewer flow rate is approximately 10,000 GPD. The estimated peak flow is 0.04 cfs.

- g. Is plugging the existing line (at Calle Manuel) an acceptable solution when transitioning to the new section of sewer line?

This is not an acceptable solution.

- h. Where is the sewage to be dumped when the grinder pump station is removed?

The Contractor will have to contact the City of Santa Fe Wastewater management division and make arrangements for disposal.

- i. Where might a possible staging area be established for equipment and materials?

This is responsibility of the Contractor.

- j. Is temporary security necessary for storage of the materials and equipment?

This is a decision for the Contractor to make.

- k. Is a storm water prevention plan (SWPP) required for the project?

The Contractor is required to submit a draft SWP for approval as part of the scope of work for this project.

- l. What is the traffic control plan?

The Contractor is required to submit a draft Traffic Control Plan for approval as part of the scope of work for this project.

- m. Are open trenches acceptable?

Open trenches are only allowed during the installation of the new sewer line. All trenches must be closed at the end of each day and reopened at the start of the next day.

- n. Is there base course needed for any of the roads?

Base course is required on Powerline Road and on the existing driveways.

- o. Is reseeding necessary?

Yes.

- p. Is the Contractor required to submit a draft Tie-In Plan to cover the construction at Calle Manuel and Calle Atajo?

Yes.

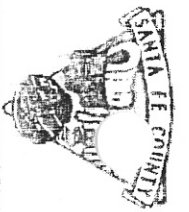
- q. Is the Contractor required to submit a draft Trenching and Safety Plan for approval prior to the start of construction?

Yes.



---

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Bidders are reminded that any questions or need for clarification must be addressed to Coralie Whitmore, Senior Procurement Specialist at [cwhitmore@santafecountynm.gov](mailto:cwhitmore@santafecountynm.gov)



**SIGN IN SHEET FOR PRE-BID MEETING**

**IFB# 2019-0140-FW/CW**

**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**

**November 29, 2018**

**1:30 PM**

(Please Print Clearly)

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Salvador Bustillos	TLC	505 368 1178	tbustillo@tmcplumbing.com
Victor A. Ramirez	Conestoga Corp	505-362-8327	Victor@conestoga.com
David Madril	Santa Fe County	505-456-6007	davidm@sfco.org
Trey Couel	TLC	505 368 8086	tcouel@tmcplumbing.com
Herbert Montoya	File Cast	505-577-6682	Herbmontoya@hotmail.com
Patrick Herrera	Allied 360 Cast	505-470-5779	patrick.herrera@allied360.com
Adrian Salazar	Santa Fe County	505-992-9878	adrian.salazar@sfco.org
Marcos Phayre	A.A.C. Cast LLC	(505) 930-0401	Andrew@AAC-NEI



**IFB# 2019-0140-PW/CW**  
**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**  
**AGENDA**

November 29, 2018  
1:30 PM

**Contracting Agency: Santa Fe County Public Works Department**

- |                       |                               |                         |
|-----------------------|-------------------------------|-------------------------|
| • Bill Taylor         | Procurement Manager           | Purchasing Division     |
| • Coralie G. Whitmore | Procurement Specialist Senior | Purchasing Division     |
| • David L. Madrid     | Project Manager               | Public Works Department |

**Project Information**

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring a licensed Contactor to provide construction services for the installation of the Vista Aurora Subdivision Sewer Line as per design drawings.

**BID SHEET**

The bid documents are available by contacting Coralie G. Whitmore at [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov) or *the County website*:  
**[http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations)**

**BID Information**

- **Basis of Award** The lowest, responsive base bid. The County reserves the right to cancel the award if there are not sufficient appropriations available.
- **Last Day for questions** Monday, December 3, 2018, 5:00 pm via e-mail to Coralie G. Whitmore at [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)
- **Addendum Issued** Thursday, December 6, 2018 to all who have signed in at today's meeting and posted to the Santa Fe County website.
- **Bid Schedule:**  
***Bid Opening:*** Wednesday, December 19, 2018, at 2:00 pm MST  
***Location:*** Santa Fe County Purchasing Division  
142 W. Palace Ave., 2<sup>nd</sup> Floor  
Santa Fe, NM 87501



**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

December 6, 2018

**IFB# 2019-00140-PW/CW**  
**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**

**ADDENDUM #3**  
**\*\*\* ADDITIONAL INFORMATION \*\*\***

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No.3. This documentation shall become permanent and made part of the departmental files.

\*\*\*\*\*

**Please note that the Public Works Department and the Purchasing Division for the County have provided additional information relating to the Invitation for Bid # 2019-0140-PW/CW.**

- **Vista Aurora Subdivision Map**

\*\*\*\*\*

Please add this Addendum #3 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Bidders are reminded that any questions or need for clarification must be addressed to Coralie Whitmore, Senior Procurement Specialist at [cwhitmore@santafecountynm.gov](mailto:cwhitmore@santafecountynm.gov)





**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

December 6, 2018

**IFB# 2019-00140-PW/CW**  
**Vista Aurora Subdivision Sanitary Sewer Line Construction Project**

**ADDENDUM #4**  
**\*\*\* ADDITIONAL INFORMATION \*\*\***

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No.4. This documentation shall become permanent and made part of the departmental files.

\*\*\*\*\*

Please note that the Public Works Department and the Purchasing Division for the County have provided additional information relating to the Invitation for Bid # 2019-0140-PW/CW.

- **Question and Response**

1. The pavement replacement detail on plan sheet 1-7 shows 6" of base course but no asphalt thickness, stating, "place asphalt to match existing thickness...". For bidding purposes, we need to know what this thickness is.

Regarding Engineering Design Drawing Sheet 1-7 "Typical saw Cut and Pavement Patch Detail", assume the existing asphalt pavement is 4-inches in thickness and will require the same thickness to be replaced.

\*\*\*\*\*

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Please add this Addendum #3 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Bidders are reminded that any questions or need for clarification must be addressed to Coralie Whitmore, Senior Procurement Specialist at [cw Whitmore@santafecountynm.gov](mailto:cw Whitmore@santafecountynm.gov)



**EXHIBIT A**  
**PROJECT MANUAL**

## **EXHIBIT B**

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

## EXHIBIT C

### LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL hereinafter called the "PRINCIPAL" and  
\_\_\_\_\_ as SURETY hereinafter called the "SURETY", are held and  
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE  
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in the  
amount of \_\_\_\_\_ (\$ . ) dollars for the payment whereof PRINCIPAL  
and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 20\_\_, with the COUNTY  
for the construction services for the (insert project description) in Santa Fe County, New  
Mexico, which must be constructed in accordance with drawings and specifications which contract is  
referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall  
promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably  
required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall  
remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a  
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for  
use in the performance of the Contract, labor and material being construed to include but not  
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental  
of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the  
COUNTY that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such claimant's  
work or labor was done or performed, or materials were furnished by such claimant, prosecute  
a suit to final judgment for such sum or sums as may be justly due claimant, and have execution  
thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such  
suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall  
have written notice in the form of a sworn statement to the COUNTY and any one or  
both of the following: the PRINCIPAL or SURETY above named, within ninety (90)  
days after such said claim is made or suit filed, stating with substantial accuracy the  
amount claimed and the name of the party to whom the materials were furnished, or  
for whom the work or labor was done or performed.
  - b. Such notice shall be served by mailing the same by registered mail or certified mail,  
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY,  
at any place where an office is regularly maintained by said COUNTY, PRINCIPAL  
or SURETY for the transaction of business, or served in any manner in which legal

process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC

(seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC

(seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

## EXHIBIT D

### PERFORMANCE BOND

(SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the "CONTRACTOR" and \_\_\_\_\_,

\_\_\_\_\_ as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 201\_\_\_\_, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent



## EXHIBIT E

### ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,  
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:  
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

\_\_\_\_\_ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signed by Individual empowered to obligate Suppliers,  
Subcontractors or Sub-subcontractors

TITLE: \_\_\_\_\_

**EXHIBIT F**

**CERTIFICATE OF LIABILITY INSURANCE**

## EXHIBIT G

### NOTICE OF CONTRACT AWARD

**TO:**

**FROM:** \_\_\_\_\_, Public Works Department

**CONTRACT NO.** \_\_\_\_\_

**This is to inform that you that you have been awarded the Contract for:**

**Project Name:** \_\_\_\_\_

**Date of Award** \_\_\_\_\_ **Amount of Award** \_\_\_\_\_

**Contractor Information:**

**Firm Name:** \_\_\_\_\_ **License#** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**It is anticipated that construction will take place:**

**Approximate Starting Date:** \_\_\_\_\_ **Approximate Completion Date:** \_\_\_\_\_

Santa Fe County hereby accepts your offer on the solicitation No. \_\_\_\_\_ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

**SANTA FE COUNTY**

**Name of Public Works Director or designee:** \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

## EXHIBIT H

### NOTICE TO PROCEED

TO:

DATE:  
PROJECT:

ATTN:

PROJECT NO.  
CONTRACT NO.  
IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion \_\_\_\_\_ calendar days thereafter, which shall be \_\_\_\_\_, 201\_\_\_\_, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

Santa Fe County  
SFC \_\_\_\_\_ DEPARTMENT

By: \_\_\_\_\_

\_\_\_\_\_  
Director, SFC Department

**EXHIBIT I**  
**CHANGE ORDER**

PROJECT:

CONTRACTOR  
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:

Contractor e-mail:

ENGINEER'S/ARCHITECT'S PROJECT NO:

---

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

---

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

---

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.  
Signature of the Contractor indicates its agreement herewith, including any adjustment in the Contract Sum or Contract Time.

---

Original Contract Sum

Net change by previously authorized Change Orders

\$0.00

Amount of this Change Order

\$0.00

Contract Sum including this Change Order

\$0.00

The Contract Time will be increased/decreased/unchanged by      days.

The date of Substantial Completion as of the date of this Change Order therefore is:

**CHANGE ORDER SIGNATURE PAGE**

**APPROVED**

**SANTA FE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

R. Bruce Frederick  
County Attorney

Finance Department:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Stephanie Schardin Clarke  
Finance Director

**CONTRACTOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT J

### CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Contractor Purchase Order Number: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within \_\_\_\_ days from date of receipt from Architect/Engineer.

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Accepted by Santa Fe County**

Signature (Public Works Director or Designee)	Print Name	Date

**Inspected/Concurrence Architect/Engineer**

Signature	Print Name	Date

### PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by \_\_\_\_\_ (Date)

The punch list consists of \_\_\_\_\_ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as \_\_\_\_\_ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)





